

COMBINED SYNOPSIS/SOLICITATION
RFQ SKU200-16-Q-0023

DESCRIPTION

This is a COMBINED SYNOPSIS/SOLICITATION for commercial items prepared in accordance with the information in FAR Subpart 12.6, using Simplified Acquisition Procedures found at FAR Subpart 13.5 and as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. This is not to be construed as a commitment by the Government. All information is to be submitted at no cost to the Government

NOTICE TO OFFEROR(S)/SUPPLIER(S)

The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs.

The place of performance for this RFQ is American Embassy Kuwait

Solicitation SKU200-16-Q-0023 is issued as a Request for Quotation to obtain services from a responsible contractor for the installation of underground infrastructure and handholes in Embassy Bayan, as per attachment A (Statement of Work), attachment B (POSHO Office – Contractor's General Responsibilities).

A site visit is scheduled on **August 25, 2016 at 10:30am** Kuwait local time for prospective offerors to inspect the site/location.

Offerors should contact/send id information details (maximum 2 persons per company) by email to the following POCs before **August 22, 2016** to make appropriate access arrangements:

1. Zeyad Qishawi – Procurement Supervisor
Tel: 2259-1234, Fax: 2259-1938 email: QishawiZI@state.gov
2. Norbert Dsouza – Purchasing Agent
Tel: 2259-1215, Fax: 2259-1938 – email: DsouzaHN@state.gov

Question Submission: Interested offerors must submit any questions concerning this solicitation by email to the above mentioned POCs no later than **September 1, 2016** to enable the Embassy to respond.

Proposal Submissions: Quotes are due by **October 3, 2016 at 14:00** Kuwait local time.

All quotes must be clearly marked with the RFQ Number SKU200-16-Q-0023, and include a separate price per each project listed. Contractors are responsible for verifying receipt of their quotes to the designated location before the specified due date and time.

Quote Submission:

1. **By Email:** Quotes, together with the signed amendment(s), if applicable, must be submitted electronically to: KuwaitProcurement@state.gov; and/or
2. **Hard Copy:** Quotes, together with the signed amendment(s), if applicable, must be submitted to American Embassy Kuwait, front gate.

TABLE OF CONTENTS

SF-1442 COVER SHEET

A. PRICE

B. SCOPE OF WORK

C. PACKAGING AND MARKING

D. INSPECTION AND ACCEPTANCE

E. DELIVERIES OR PERFORMANCE

F. ADMINISTRATIVE DATA

G. SPECIAL REQUIREMENTS

H. CLAUSES

I. LIST OF ATTACHMENTS

J. QUOTATION INFORMATION

K. EVALUATION CRITERIA

L. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

ATTACHMENTS:

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	BREAKDOWN OF PHASE DURATION AND PRICE	1
Attachment 2	Statement of Work (SOW) including: 1. Drawings C1.01 – C5.01 “Local Contractor Package” 2. C2.01 Labelled “Hardscape Repair” 3. C2.01 Labelled “Weekend / Off Hours work areas” 4. For Alternate Add-On project only: C2.01,C2.02, C2.03 C2.04 and C2.05 labelled “Alternate Project Add-On” with highlighted routing.	30
Attachment 3	POSHO Safety guidelines	2
Attachment 4	SAMPLE LETTER OF BANK GUARANTY	1

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. S-KU20016Q0023	2. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFQ)	3. DATE ISSUED August 11, 2016	PAGE OF PAGES 1 of 82
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST. PR5311826	6. PROJECT NO.
7. ISSUED BY GENERAL SERVICES OFFICE AMERICAN EMBASSY, KUWAIT BAYAN BLK 14 MASJED AL AQSA ST.	CODE	8. ADDRESS OFFER TO GENERAL SERVICES OFFICER PR5311826 RFQ: S-KU20016Q0023 AMERICAN EMBASSY, KUWAIT TEL: 2259-1234 FAX: 2259-1938
9. FOR INFORMATION CALL:	A. NAME Zeyad Ibrahim Qishawi	B. TELEPHONE NO (Include area code) (NO COLLECT CALLS) (965) 2259-1234 QishawiZI@state.gov

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

PROJECT: Installation of Underground Infrastructure and handholes in Embassy Bayan, Kuwait.

Description	Price
Base projects	
Add-On #1	
Add-On #2	
Total amount	

11. The Contractor shall begin performance within 5 calendar days and complete it within 45 working days after receiving
☐ award, ☒ **notice to proceed**. This performance period is ☐ mandatory, ☒ negotiable. (See _____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
 (If "YES," indicate within how many calendar days after award in Item 12B.)

12B. CALENDAR DAYS
5

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02:00pm local time, August 30, 2016. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☐ is, ☒ **is not required**.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)	
		16. REMITTANCE ADDRESS (Include only if different than Item 14)	
CODE	FACILITY CODE		

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS →

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20B. SIGNATURE					20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()
26. ADMINISTERED BY U.S. EMBASSY, MASJID AL AQSA STREET, BAYAN KUWAIT. ATTN: GSO		27. PAYMENT WILL BE MADE BY U.S. EMBASSY, MASJID AL AQSA STREET, BAYAN KUWAIT. ATTN: FMO	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	31C. AWARD DATE

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STANDARD FORM 1442

REQUEST FOR QUOTATIONS – CONSTRUCTION
SKU20016Q0023

A. PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment, insurance, and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

Embassy tentative award date for below projects October – November 2016, and work to commence mid-late January 2017.

This solicitation falls into two separate projects, “Base Project” and “Alternate Add-Ons, 1 and 2”. Subject to funding availability on the two projects, the Government will evaluate offers received based on total amount of the two projects, and award will go to the lowest price, technically acceptable, responsible offer. However, if funding is NOT secured for the Add-On projects (1 and 2), then the Government will evaluate offers received based on their price to the Base Project ONLY, hence award will go to the lowest price, technically acceptable, responsible offer. Therefore, each project should be priced separately, so the Government can make the necessary determination to award the base project with or without the alternate two add-ons

1. Base projects: conduit runs and handholes/pull boxes as shown in the “local Contractor package” drawings. The base project can be awarded with or without the alternate project.
2. (Add-On #1): Two (2) Spare 1” PVC conduit runs as shown in the alternate drawings to the core buildings. Specifications and requirements to be the same, unless otherwise noted, as the base project. The alternate project may be awarded at the government’s option and in addition to the base project. It would not be awarded as a separate project. The alternate project should be priced as an add-on to the base project

(Add-On #2): Two (2) Spare 1” PVC conduit runs as shown in the alternate drawings, extended to the CACs. Specifications and requirements to be the same, unless otherwise noted, as the base project. The alternate #2 project may be awarded at the government’s option and in addition to the base project and alternate #1. It would not be awarded as a separate project. The alternate project should be priced as an add-on to the base project.

All prices must be valid for 4 months from date of submission

Description	Price
Base projects	
Add-On #1	
Add-On #2	
Total amount	

A.1 VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract. Refer to Attachment # 02 and Attachment# 03

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

C. PACKAGING AND MARKING

RESERVED

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1 Substantial Completion

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 Final Completion and Acceptance

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 Final Inspection and Tests -The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 Final Acceptance - If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E. DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
(APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use no later than 45 working days from Notice to Proceed and the date of security clearance approval for the personnel. However, if for unforeseen circumstances, such as extreme weather extreme, the 45 working days will be adjusted only after the prior approval of the Contracting Officer.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of US\$200.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as " 3 calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by

a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

Notice Of Delay

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than one (1) day after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

Notice to Proceed

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

Working Hours

All work will be done during working days, Sunday to Thursday, 0830-1630 (exact hours to be determined), with the exception of areas that must be performed off hours or weekends. Some areas must be done during weekend in coordination with PME/Facility Manager/POSHO/CO or his authorized representative, and in accordance with General Information of the "Attachment 2 - SOW". The Contractor shall not have access to the building interior except with permission by the Embassy. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

Preconstruction Conference

If required, the Embassy will hold a preconstruction conference 2 days after contract award at U.S. Embassy, Bayan, Kuwait to discuss the schedule, submittals, notice to proceed,

mobilization and other important issues that affect construction progress. See FAR 52.236-26, Preconstruction Conference.

Deliverables - The following items shall be delivered under this contract:			
<u>Description</u>	<u>Quantity</u>	<u>Deliver Date</u>	<u>Deliver To</u>
Section G. Securities/Insurance	1	2 days after award	CO
Section E. Construction Schedule	1	3 days after award	COR
Section E. Preconstruction Conference	1	2 days after award	COR
Section G. Personnel Biographies	1	2 days after award	COR
Section F. Payment Request	1	End of the project	COR
Section D. Request for Substantial Completion	1	15 days before inspection	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

F. ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Facilities Manager.

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Payment of price. The Government shall pay the Contractor the contract price as provided in this contract. After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

The due date for making such payments is the later of the following two events:

- (1) The 30th day after the designated billing office receives a proper invoice from the Contractor.
- (2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract

settlement.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

No advance payments are allowed, the payment is authorized upon completion of accepted work.

For Prompt Payment Act purposes, invoice(s) should be sent to the following address:

American Embassy Kuwait
Budget Office

G. SPECIAL REQUIREMENTS

G.1.0 PERFORMANCE/PAYMENT PROTECTION - The Contractor shall furnish Bank Letter of Guaranty as described in 52.228-13 in the amount of 50% of the contract price.

G.1.1 The Contractor shall provide the information required by the paragraph above within five (5) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.2.0 Insurance - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

(1) Bodily Injury, On or Off the Site, in U.S. Dollars	
Per Occurrence	US\$ 10000.00
Cumulative	US\$ 30000.00
(2) Property Damage, On or Off the Site, in U.S. Dollars	
Per Occurrence	US\$ 75000.00
Cumulative	US\$ 75000.00

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3.0 Document Descriptions

G.3.1 Supplemental Documents: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1. Record Documents. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 Laws and Regulations - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that the contractor has obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 Construction Personnel - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has 2 calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 5 days or longer to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Civil Identification number

The Contractor shall furnish below information to conduct all necessary security checks.

- Vehicle make, model and registration number
- List of all heavy duty tools/equipment required to be used for the project.
- Copies of Passport, and Civil ID for all individuals who will perform this project

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7.0 Special Warranties

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 10 days) stating:

- the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9.0 Zoning Approvals and Permits

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

TSU Project

H. CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.204-9	PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (<i>OCT 2015</i>)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (<i>OCT 2015</i>)
52.213-4	TERMS AND CONDITIONS –SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (June 2016)
52.216-7	ALLOWABLE COST AND PAYMENT (<i>JULY 2013</i>)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (<i>FEB 2016</i>)
52.222-50	COMBATING TRAFFICKING IN PERSONS (<i>MAR 2015</i>)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-11	PLEDGES OF ASSETS (JAN 2012)
52.228-13	ALTERNATIVE PAYMENT PROTECTION (JUL 2000)
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (May 2014)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.233-1	DISPUTES (MAY 2014) <i>Alternate I (DEC 1991)</i>
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

- 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
- 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-4 CHANGES (JUNE 2007)
- 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (*June 2016*)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) *Alternate I (SEP 1996)*
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD
ISSUANCE PROCEDURES (FEB 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall

insert the substance of this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Policy and Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;
 - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
 - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
 - (vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
 - (viii) Hazardous noise levels.

(b) *Records.* The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

(c) *Subcontracts.* No Subcontracting is allowed under this contract without the Contracting Officer's prior approval. The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the Contractor shall:

- (1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,
- (2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative on site, shall be deemed sufficient

notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

I. LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	BREAKDOWN OF PHASE DURATION AND PRICE	1
Attachment 2	Statement of Work (SOW) including: 1. Drawings C1.01 – C5.01 “Local Contractor Package” 2. C2.01 Labelled “Hardscape Repair” 3. C2.01 Labelled “Weekend / Off Hours work areas” 4. For Alternate Add-On project only: C2.01,C2.02, C2.03 C2.04 and C2.05 labelled “Alternate Project Add- On” with highlighted routing.	30
Attachment 3	POSHO Safety guidelines	2
Attachment 4	SAMPLE LETTER OF BANK GUARANTY	1

J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior experience with similar work requested and suitable references;
- (4) Have the necessary qualified and certified personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.
- (10) Confirmation/Evidence that all necessary personnel/workers are under the direct sponsorship of the offeror/quoter.
- (11) Valid DUNS number registration and active in SAM - FAR 52.204-7 - System for Award Management (JUL 2013).

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Interested offerors are requested to submit the following Volume(s) with their proposal/quote:

Volume	Title	Number of Copies
I	Standard Form 1442 signed and completed (<u>Box # 14 thru Box # 20C</u>)	1
II - Introduction	<ul style="list-style-type: none">- Contractor Name- Name, telephone numbers and e-mail address of person(s) to be contacted for clarification or questions to the quote- Dun & Bradstreet (DUNS) Number.- Vendors must be registered in the System for Award Management (SAM) to be eligible for award- Provision 52.212-3 Offeror Representations and Certifications -Commercial Items applies to this solicitation. The contractor shall return a complete copy of the Offeror Representations and Certifications with their quotation; Quotes received without the completed copy of the provision at FAR 52.212-3 or completed SAM representation may be removed from consideration.	1
II – Technical	<ul style="list-style-type: none">- Interested offerors are requested to provide Performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.- Requirements as stated as per attachment 2 (Scope of Work) and attachment 3 (POSHO Office – Contractor’s General Responsibilities for Construction Projects).- Experience/Past performance - Provide a list of contracts previously performed over the past 10 years and points of contact with phone numbers for the same or similar work. Provide the following information for each contract and subcontract (1) Customer's name, address, and telephone numbers of customer's lead contract and technical	1

	<p>personnel;</p> <p>(2) Contract number and type;</p> <p>(3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;</p> <p>(4) Brief description of the work, including responsibilities; and</p> <p>(5) Any litigation currently in process or occurring within last 5 years</p> <p>- Warranty period.</p>	
III - Price	<p>All prices must be valid for 4 months from date of submission</p> <p>This solicitation falls into two separate projects, “Base Project” and “Alternate Add-Ons, 1 and 2”. Subject to funding availability on the two projects, the Government will evaluate offers received based on total amount of the two projects, and award will go to the to the lowest price, technically acceptable, responsible offer. However, if funding is NOT secured for the Add-On projects (1 and 2), then the Government will evaluate offers received based on their price to the Base Project ONLY, hence award will go to the lowest price, technically acceptable, responsible offer. Therefore, each project should be priced separately, so the Government can make the necessary determination to award the base project with or without the alternate two add-ons</p> <ol style="list-style-type: none"> 1. Base projects: conduit runs and handholes/pull boxes as shown in the “local Contractor package” drawings. The base project can be awarded with or without the alternate project. 2. (Add-On #1): Two (2) Spare 1” PVC conduit runs as shown in the alternate drawings to the core buildings. Specifications and requirements to be the same, unless otherwise noted, as the base project. The alternate project may be awarded at the government’s option and in addition to the base project. It would not be awarded as a separate project. The alternate project should be priced as an add-on to the 	1

	<p>base project</p> <p>(Add-On #2): Two (2) Spare 1” PVC conduit runs as shown in the alternate drawings, extended to the CACs. Specifications and requirements to be the same, unless otherwise noted, as the base project. The alternate #2 project may be awarded at the government’s option and in addition to the base project and alternate #1. It would not be awarded as a separate project. The alternate project should be priced as an add-on to the base project.</p>											
	<table><tr><th>Description</th><th>Price</th></tr><tr><td>Base Project</td><td></td></tr><tr><td>Alternate – Add-On #1</td><td></td></tr><tr><td>Alternate – Add-On #2</td><td></td></tr><tr><td>Total Price</td><td></td></tr></table>	Description	Price	Base Project		Alternate – Add-On #1		Alternate – Add-On #2		Total Price		
Description	Price											
Base Project												
Alternate – Add-On #1												
Alternate – Add-On #2												
Total Price												

Quote submission method:

1. Submit the complete quotation by email to: KuwaitProcurement@state.gov, and/or
2. (hand-delivered) to the address indicated below.

U.S. Embassy
General Services Officer – Procurement Office (RFQ # SKU20016Q0023)
Masjid Al Aqsa Street, Bayan
Kuwait. Tel: 2259-1215

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed. (Due to security checks, all participating personnel should arrive early for the site visit).

(b) A site visit has been scheduled for August 25, 2016 at 10:30am.

(c) Participants will meet at the U.S. Embassy, Bayan, Kuwait, front gate reception area.

Note: All companies interested to participate in the site visit should provide the Civil ID information to facilitate access to the compound No later than August 22, 2016.

- Maximum two (2) persons per company.
- NO access will be granted for participants that have Article/title 20 (domestic Helper) and Article/title 22 (dependents)

Offerors should contact/send all details to the following to make appropriate arrangements.

Zeyad Qishawi – Procurement Supervisor

Tel: 2259-1214, Fax: 2259-1938 email: QishawiZI@state.gov

James Pinto – Purchasing Agent

Tel: 2259-1214, Fax: 2259-1938 email: PintoJG@state.gov

Norbert Dsouza – Purchasing Agent

Tel: 2259-1215, Fax: 2259-1938 – email: DsouzaHN@state.gov

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be:

1. Base Project: Between US\$ 25,000.00 and US\$ 100,000.00.
2. Alternate Add-On # 1: Between US\$ 25,000.00 and US\$ 100,000.00
3. Alternate Add-On # 2: Less than US\$ 25,000

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR.

F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting

the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUL 2013)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

K. EVALUATION CRITERIA

Award will be made to the lowest priced , acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

This solicitation falls into two separate projects, “Base Project” and “Alternate Add-Ons, 1 and 2”. Subject to funding availability on the two projects, the Government will evaluate offers received based on total amount of the two projects, and award will go to the to the lowest price, technically acceptable, responsible offer. However, if funding is NOT secured for the Add-On projects (1 and 2), then the Government will evaluate offers received based on their price to the Base Project ONLY, hence award will go to the lowest price, technically acceptable, responsible offer. Therefore, each project should be priced separately, so the Government can make the necessary determination to award the base project with or without the alternate two add-ons

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Have necessary qualified/certified personnel equipment and financial resources available to perform the work.
- Meet all local insurance requirements for all the personnel.
- Past performance.
- All personnel/workers are under company's direct-hire sponsorship plan.

The following DOSAR is provided in full text:

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1

RESERVED

L.2 52.212-3 Offeror Representations and Certifications—Commercial Items.

As prescribed in [12.301](#)(b)(2), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUL 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Website located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

(a) Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
 - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education;
- or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs

[Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the

EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian,

or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

(1) Listed end products.

Listed End Product Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
 - Name _____.
 - TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) Representation. The Offeror represents that—

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3](#)(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in

subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”)

Predecessor legal name: _____

(Do not use a “doing business as” name)

(End of provision)

Alternate I (Oct 2014). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

_____ Black American.

_____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

L.3 RESERVED

L.4 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:
Telephone Number:
Address:

[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]

L.5 652.228-70 Defense Base Act - Covered Contractor Employees. (FEB 2015)
As prescribed in 628.309-70(a), insert the following provision:

- (a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local worker's compensation laws		Local Nationals: Third Country Nationals:
(4) Local nationals or third country nationals where performance takes place in a country where there are local worker's compensation laws		Local Nationals: Third Country Nationals:

(b) The contracting officer has determined that for performance in the country of [contracting officer insert country of performance and check the appropriate block below] -

X Worker's compensation laws exist that will cover local nationals and third country nationals.

Worker's compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(End of provision)

**ATTACHEMENT # 1
BREAKDOWN OF PHASE DURATION AND PRICE**

This solicitation falls into two separate projects, “Base Project” and “Alternate Add-Ons, 1 and 2”. Subject to funding availability on the two projects, the Government will evaluate offers received based on total amount of the two projects, and award will go to the lowest price, technically acceptable, responsible offer. However, if funding is NOT secured for the Add-On projects (1 and 2), then the Government will evaluate offers received based on their price to the Base Project ONLY, hence award will go to the lowest price, technically acceptable, responsible offer. Therefore, each project should be priced separately, so the Government can make the necessary determination to award the base project with or without the alternate two add-ons

1. Base projects: conduit runs and handholes/pull boxes as shown in the “local Contractor package” drawings. The base project can be awarded with or without the alternate project.
2. (Add-On #1): Two (2) Spare 1” PVC conduit runs as shown in the alternate drawings to the core buildings. Specifications and requirements to be the same, unless otherwise noted, as the base project. The alternate project may be awarded at the government’s option and in addition to the base project. It would not be awarded as a separate project. The alternate project should be priced as an add-on to the base project

(Add-On #2): Two (2) Spare 1” PVC conduit runs as shown in the alternate drawings, extended to the CACs. Specifications and requirements to be the same, unless otherwise noted, as the base project. The alternate #2 project may be awarded at the government’s option and in addition to the base project and alternate #1. It would not be awarded as a separate project. The alternate project should be priced as an add-on to the base project.

Description	Price
Base projects	
Add-On #1	
Add-On #2	
Total amount	

ATTACHMENT #2

U.S. EMBASSY-KUWAIT STATEMENT OF WORK (SOW)

Installation of Underground Infrastructure and Handholes

1.0 INTRODUCTION

The U.S. Embassy in Kuwait has a requirement to obtain the Services of a Contractor for the Installation of Underground Infrastructure and handholes in Embassy Bayan, Kuwait. The contractor is required to visit the site and submit the quotation accordingly.

This project will fall into two separate projects:

1. Base projects: conduit runs and handholes/pull boxes as shown in the “local Contractor package” drawings. The base project can be awarded with or without the alternate project.
2. Alternate (Add-On #1): Two (2) Spare 1” PVC conduit runs as shown in the alternate drawings to the core buildings. Specifications and requirements to be the same, unless otherwise noted, as the base project. The alternate project may be awarded at the government’s option and in addition to the base project. It would not be awarded as a separate project. The alternate project should be priced as an add-on to the base project.
3. Alternate (Add-On #2): Two (2) Spare 1” PVC conduit runs as shown in the alternate drawings, extended to the CACs. Specifications and requirements to be the same, unless otherwise noted, as the base project. The alternate #2 project may be awarded at the government’s option and in addition to the base project and alternate #1. It would not be awarded as a separate project. The alternate project should be priced as an add-on to the base project.

2.0 GENERAL REQUIREMENTS

2.1. THE EMBASSY COMPOUND, KUWAIT CITY, KUWAIT HEREAFTER KNOWN AS THE EMBASSY COMPOUND, WILL RETAIN THE SERVICES OF A LOCAL CONTRACTOR TO PERFORM THE BELOW SCOPE OF WORK FOR THE HANDHOLE AND UNDERGROUND CONDUIT CONSTRUCTIONS. THE EMBASSY COMPOUND WILL HANDLE ALL THE CONTRACT LEGAL REQUIREMENTS WITH THE LOCAL CONTRACTOR. DS/FSE/PME (HEREAFTER REFERRED TO AS PME) WILL PROVIDE THE DESIGN DRAWINGS AND SCOPE OF WORK.

2.2 The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The period of performance for the project shall be 30-45 working days (TBD). Work shall be performed during regular office hours, with the exception of areas that must be performed off hours or weekends. Some areas must be done during weekend in

coordination with PME/Facility Manager/POSHO/CO or his authorized representatives. The Contractor shall not have access to the building interior except with permission by the Embassy.

2.3 The Contractor shall be required to prepare his own Bill Of Quantity (BOQ) from the Site Visit and provide Dimensions of the elements indicating, for example rates in Sqm or linier meter, along with a quality control schedules. It is the contractors responsibility to ensure that the accuracy of his or her own estimates and material quantities. These documents shall provide the necessary interfaces, coordination, and communication among the Embassy and Contractor for the delivery of the completed project.

3.0 SCOPE OF WORK:

3.1 The Contractor shall be required to prepare a price and indicate the Bill of Materials [BOM] and all product data of all required materials, which are not supplied by the embassy, to be used on the project. The BOM's shall list the materials in sufficient detail and specifications, so that this document can be used by the Embassy to approve the use of all materials along with presented samples.

3.2 Logistics:

- Staging/storage areas will be addressed during site survey (Limited Space availability).
- Contractor to provide all required materials, skilled labor and Equipment necessary to complete the project.

3.3 Materials and Equipment:

Base Project: All Electrical Materials will be supplied by the PME/Embassy. This includes Quazite handholes, PVC & RGS electrical conduit and fittings.

All other materials e.g. sand, cement, gravel, marking tape, glue, grass, irrigation/plumbing items, hardscape, replacement landscaping, pull strings, etc. and equipment required for the satisfactory completion of the project shall be considered to be included and accounted for by the contractor.

Alternate (Add-On) projects (spare conduits):

The alternate lists an additional 2 (two) 1" pvc conduits ran in a limited area (see alternate drawing). Contractor is to supply all material and labor (including electrical conduit and handholes) for this work. This includes hand holes/pull boxes at regular intervals (200' or 180 degrees, whichever occurs first).

3.4 Labor:

All Labor required for the satisfactory completion of the project shall be considered to be included and accounted for by the contractor. Contractor shall ensure to supply skilled and professional labors to accomplish the project.

3.5 **General Scope of Installing Underground Infrastructure and Handholes**

Location– Embassy compound

THIS DOCUMENT OUTLINES THE SCOPE OF WORK AND SPECIFICATIONS FOR THE LOCAL CONTRACTOR AS FOLLOWS:

4 . GENERAL

4.A. DESIGN DRAWINGS AND SPECIFICATIONS

PME WILL PROVIDE THE DESIGN PACKAGE AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE UNDERGROUND INFRASTRUCTURE AND HANDHOLES. IT IS THE LOCAL CONTRACTORS RESPONSIBILITY TO REVIEW AND UNDERSTAND THE WORK INVOLVED AND WHAT IS REQUIRED TO COMPLETE THE PROJECT. IF ANY ERROR OR INCONSISTENCIES ARE FOUND ON THE DRAWINGS, THE LOCAL CONTRACTOR WILL BRING THESE TO THE ATTENTION OF THE EMBASSY COMPOUND AND/OR PME.

THE LOCAL CONTRACTOR WILL BUILD THE INFRASTRUCTURE FOR THE HANDHOLES, PULL BOXES, AND UNDERGROUND CONDUIT AS OUTLINED IN THIS DRAWING PACKAGE.

THE LOCAL CONTRACTOR SHALL HAVE A RESIDENT QUALIFIED CONSTRUCTION SUPERVISOR/MANAGER AT ALL TIMES, WHO SHOULD HAVE AT LEAST TWO YEARS EXPERIENCE IN SIMILAR WORK AND CAN SPEAK, WRITE AND READ ENGLISH AT A MODERATE OR HIGHER LEVEL. THE LOCAL CONTRACTOR SHALL SUBMIT THE CURRICULUM VITAE OF THE RESIDENT SUPERVISOR/MANAGER TO THE EMBASSY COMPOUND FOR APPROVAL.

THE LOCAL CONTRACTOR WILL PROVIDE A DETAILED PROJECT SCHEDULE, WITH START AND END DATES FOR WORK ACTIVITIES AND STATING A CRITICAL PATH.

THE LOCAL CONTRACTOR WILL PROVIDE THE EMBASSY COMPOUND WITH WEEKLY WORK PROGRESS REPORTS AND CONSTRUCTION SCHEDULE UPDATES DURING THE DURATION OF THE PROJECT.

4.B. MATERIALS/EQUIPMENT

Please refer Clause 3.3

4.C. SITE REQUIREMENTS

4.C.1. SITE INSTALLATION OVERSIGHT

A SECURITY INSTALLATION SUPERVISOR REPRESENTING PME WILL BE ON SITE TO PROVIDE DESIGN INSTALLATION OVERSIGHT FOR ALL WORK IN THIS CONTRACTORS PACKAGE.

THE INSTALLATION CONTRACTOR WILL BE RESPONSIBLE FOR MANAGING AND SUPERVISING ALL ACTIVITIES UNDERTAKEN BY LOCAL CONTRACTOR.

EMBASSY WILL PROVIDE SECURITY ESCORTS FOR ALL LOCAL CONTRACTOR PERSONNEL WHILE WORKING IN THE EMBASSY COMPOUND. Contractor personnel cannot exceed the escort ratio, typically 5 to 1, but to be determined by the Regional Security Office. Embassy will endeavor to provide a minimum of 2 escorts (PME plus 1) during the entire project.

4.C.2. SITE PREPARATION

THE LOCAL CONTRACTOR WILL BE RESPONSIBLE FOR CLEANING AND REMOVING ALL DEBRIS FROM THE EMBASSY COMPOUND TO THE NEAREST AUTHORIZED DUMP FACILITY (AUTHORIZED BY THE TOWN). CONTRACTOR MUST SUPPLY HIS OWN DUMSTER OUTSIDE THE EMBASSY GATE TO COLLECT ALL THE DEBRIS AND DISPOSE OF IN ACCORDANCE WITH THE LOCAL LAW. THE AREAS AFFECTED BY THE LOCAL CONTRACTOR'S WORK MUST BE RETURNED BACK TO PRE-CONSTRUCTION CONDITIONS AFTER THE WORK IS COMPLETED. (E.G. GRASS, GRAVEL, SIDEWALK, LANDSCAPING, ASPHALT ETC.)

CONDUIT RUNS SHOWN IN THE DRAWINGS ARE APPROXIMATE, CONTRACTOR MUST LAYOUT RUNS PRIOR TO EXCAVATING AND REVIEW WITH PME/COR.

RUNS MUST BE LAID OUT TO MINIMIZE EXCAVATION OF HARDSCAPE. LAYOUT TO BE REVIEWED BY THE PME and COR PRIOR TO EXCAVATION FOR APPROVAL.

CROSSING HARDSCAPE MUST BE AT THE RIGHT ANGLES TO MINIMIZE THE AFFECT ON THE HARDSCAPE .

CONTRACTOR IS RESPONSIBLE FOR ALL PATCHING AND REPLACEMENT OF BOTH THE HARDSCAPE (concrete, asphalt, tile, etc) AND REPLACEMENT OF LANDSCAPING..

PATCHING OF HARDSCAPE IS TO OCCUR, CONSTRUCTION SHALL BE JOINT TO JOINT TO (TO THE GREATEST EXTENT POSSIBLE) IN ORDER TO MINIMIZE THE APPEARANCE OF CONSTRUCTION. THIS WILL REQUIRE REMOVING ADDITIONAL HARDSCAPE OR EITHER SIDE OF THE EXCAVATION. For tile work under the canopy and at the AEWA patio area, replacement field tiles (and border tiles where necessary) must be installed in such a manner to blend in with the existing, from solid border tile, to solid border tile.

THE LOCAL CONTRACTOR SHALL LIMIT THE SITE DISTURBANCE TO A MAXIMUM 6 FEET (1829 MM) ON EACH SIDE OF TRENCH. EXCAVATED MATERIAL WILL BE PLACED NEXT TO THE EXCAVATED AREA TO BE USED AS SELECT BACKFILL.

4.C.3. PROTECTION OF THE EMBASSY COMPOUND EQUIPMENT

THE LOCAL CONTRACTOR MUST MAKE SURE THAT THE EMBASSY COMPOUND EQUIPMENT AND PROPERTY IN THE WORK ZONE OR SURROUNDING AREAS ARE PROTECTED TO PREVENT THEM FROM GETTING DAMAGED DURING CONSTRUCTION. SHOULD ANY REPAIR OR CHANGE HAVE TO BE DONE DUE TO NEGLIGENCE BY THE LOCAL CONTRACTOR OR ITS WORKERS, THE LOCAL CONTRACTOR WILL BE RESPONSIBLE FOR THE COSTS INCURRED IN THE REPAIR.

4.C.4. THE EMBASSY COMPOUND SECURITY REQUIREMENTS

TO BE DETERMINED BY POST SECURITY; Please refer Clause 11.

5. INFRASTRUCTURE SUPPORT SYSTEM

5.A. HANDHOLE/UNDERGROUND CONDUIT SYSTEM

5.A.1. TRENCH

THE LOCAL CONTRACTOR WILL VERIFY EXISTING UTILITIES AND PROVIDE AS-BUILT DRAWINGS PRIOR TO EXCAVATING OF TRENCH. IF THE EXCAVATION WORK INTERFERES WITH DRAIN OR PIPING, THE LOCAL CONTRACTOR SHALL INFORM THE EMBASSY COMPOUND AND PROVIDE SUITABLE PROTECTION FOR THESE STRUCTURES PRIOR TO PROCEEDING WITH THE WORK. IF EXCAVATION CANNOT PROCEED DUE TO EXISTING OBSTACLES THEN THE EMBASSY COMPOUND AND OR THE PME CONSTRUCTION SUPERVISOR WILL PROVIDE A NEW CONDUIT ROUTE.

ALL TRENCHES WILL BE EXCAVATED TO THE REQUIRED DEPTH ACCORDING TO SPECIFICATIONS AND CONDUIT TYPE AS SHOWN ON DRAWINGS.

TRENCHES SHOULD BE EXCAVATED BY HAND TO MINIMIZE CHANCE OF DAMAGE TO EXISTING UTILITIES, WHEREVER POSSIBLE.

THE LOCAL CONTRACTOR MUST KEEP ALL DEBRIS AND EXCAVATED MATERIAL CLEAR OF SERVICE NETWORK DRAINS, COVERS AND SUMPS NEAR THE TRENCHES, TO PREVENT CLOGS OR DAMAGE.

INSTALL WARNING AND SAFETY SIGNS TO ALERT PEDESTRIANS AND VEHICLE TRAFFIC OF CONSTRUCTION OF TRENCH, INCLUDING FENCE BARRIERS.

INSTALL BARRICADE LINES TO CORDON OFF WORK AREA AROUND TRENCH.

DISPOSE OF EXCAVATED MATERIAL THAT WILL NOT BE USED TO BACKFILL TRENCH.

5.A.2. HANDHOLE (WITH DRAINAGE)

NEW LOCKABLE HANDHOLES WILL BE INSTALLED BY THE LOCAL CONTRACTOR AS SPECIFIED ON DETAIL DRAWINGS.

Alternate (add-on project): Handholes/pull boxes for the alternate do not need to be lockable, however, they must be outdoor rated and can be pre-fabricated or site constructed.

ALL NEW HANDHOLE(S) WILL BE INSTALLED WHEN CONDUIT RUNS EXCEED 180 DEGREES OR AT 200FT AND WILL HAVE PROPER DRAINAGE.

LOCAL CONTRACTOR WILL MAKE HOLE PENETRATIONS TO THE EXISTING MANHOLES ACCORDING TO NUMBER OF CONDUITS ENTERING AND EXITING THE MANHOLE.

THE BASE OF THE HANDHOLE(S) SHALL BE PLACED OVER BASE CONSISTING OF CRUSHED NON-POROUS ROCK BASE OR GRAVEL AND SAND. THE GRAVEL SIZE SHALL NOT EXCEED 1/2 INCH (13MM).

5.A.3. CONDUIT

ALL EXISTING CONDUIT SHOULD BE LEFT IN PLACE.

UNDER GRASS, DIRT, SIDEWALK OR ASPHALT, INSTALL SCHEDULE 80 PVC CONDUIT 24 INCHES (610MM) BELOW FINISH GRADE TO THE TOP OF THE CONDUIT AS SPECIFIED ON THE DRAWINGS.

ALL UNDERGROUND 90 DEGREE BENDS WITH A 12 INCH (305MM) RADIUS SHALL BE MADE WITH PRE-FABRICATED 90 DEGREE SWEEPING BEND.

ALL UNDERGROUND CONDUIT SHALL BE CONVERTED FROM SCHEDULE 80 PVC TO RGS FIVE FEET BEFORE TRANSITIONING ABOVE GROUND USING PVC TO RGS COUPLERS.

LOCAL CONTRACTOR SHALL LEAVE A PULL LINE IN ALL INSTALLED CONDUIT PATHS.

LOCAL CONTRACTOR WILL INSTALL THE CONDUIT FROM THE HANDHOLE TO HANDHOLE OR THE EXTERIOR PULL BOX AS SHOWN ON DRAWINGS.

ALL CONDUIT STUBBED AND CAPPED ABOVE THE GROUND SHALL BE AT A HEIGHT OF NO LESS THAN 12" (305mm) FROM THE GROUND. WHEN THE STUBBED CONDUIT IS NEAR A WALL IT MUST BE AT A LEAST 2" (51mm) FROM THE WALL TO ALLOW FOR BOX MOUNTING.

5.A.4. JUNCTION BOXES

LOCAL CONTRACTOR WILL INSTALL JUNCTION BOXES IN ALL LOCATIONS SHOWN ON DRAWINGS.

5.A.5. CONCRETE

LOCAL CONTRACTOR WILL PROVIDE LABOR AND MATERIALS TO REPAIR CONCRETE WHERE DISTURBED. CONCRETE COLOR, TYPE AND THICKNESS SHALL MATCH EXISTING.

CONCRETE MUST BE REPLACED CONSTRUCTION JOINT TO JOINT IN ORDER TO MINIMIZE THE APPEARANCE OF A PATCH.

CONCRETE USED SHALL BE 25MPA.

CONCRETE MAY NOT BE POURED IF WEATHER CONDITIONS DO NOT PERMIT.

APPROVAL FROM THE SECURITY INSTALLATION SUPERVISOR MUST BE OBTAINED 24 HOURS PRIOR TO POURING OF CONCRETE. THE EMBASSY COMPOUND AND LOCAL CONTRACTOR CREW SUPERVISOR MUST BE PRESENT DURING THE POURING OF CONCRETE.

CONCRETE PLACEMENT

COMPLY WITH REQUIREMENTS AND WITH RECOMMENDATIONS IN ACI 304R FOR MEASURING, MIXING, TRANSPORTING, AND PLACING CONCRETE.

CONSOLIDATE CONCRETE BY MECHANICAL VIBRATING EQUIPMENT SUPPLEMENTED BY HAND-SPADING, RODDING, OR TAMPING. USE EQUIPMENT AND PROCEDURES TO CONSOLIDATE CONCRETE ACCORDING TO RECOMMENDATIONS IN ACI 309R.

SCREED PAVEMENT SURFACES WITH A STRAIGHTEDGE AND STRIKE OFF. COMMENCE INITIAL FLOATING USING BULL FLOATS OR DARBIES TO FORM AN OPEN TEXTURED AND UNIFORM SURFACE PLANE BEFORE EXCESS MOISTURE OR BLEED WATER APPEARS ON THE SURFACE. DO NOT FURTHER DISTURB CONCRETE SURFACES BEFORE BEGINNING FINISHING OPERATIONS OR SPREADING DRY-SHAKE SURFACE TREATMENTS.

CONCRETE FINISHING

GENERAL: WETTING OF CONCRETE SURFACES DURING SCREEDING, INITIAL FLOATING, OR FINISHING OPERATIONS IS PROHIBITED.

FLOAT FINISH: BEGIN THE SECOND FLOATING OPERATION WHEN BLEED-WATER SHEEN HAS DISAPPEARED AND THE CONCRETE SURFACE HAS STIFFENED SUFFICIENTLY TO PERMIT OPERATIONS. FLOAT SURFACE WITH POWER-DRIVEN FLOATS, OR BY HAND FLOATING IF AREA IS SMALL OR INACCESSIBLE TO POWER

UNITS. FINISH SURFACES TO TRUE PLANES. CUT DOWN HIGH SPOTS, AND FILL LOW SPOTS. REFLOAT SURFACE IMMEDIATELY TO UNIFORM GRANULAR TEXTURE

- BURLAP FINISH: DRAG A SEAMLESS STRIP OF DAMP BURLAP ACROSS FLOAT-FINISHED CONCRETE, PERPENDICULAR TO LINE OF TRAFFIC, TO PROVIDE A UNIFORM, GRITTY TEXTURE
- MEDIUM-TO-FINE-TEXTURED BROOM FINISH: DRAW A SOFT BRISTLE BROOM ACROSS FLOAT-FINISHED CONCRETE SURFACE PERPENDICULAR TO LINE OF TRAFFIC TO PROVIDE A UNIFORM, FINE-LINE TEXTURE
- MEDIUM-TO-COARSE-TEXTURED BROOM FINISH: PROVIDE A COARSE FINISH BY STRIATING FLOAT-FINISHED CONCRETE SURFACE 1/16-INCH (1.6MM) TO 1/8-INCHES (3MM) DEEP WITH A STIFF-BRISTLED BROOM, PERPENDICULAR TO LINE OF TRAFFIC

5.A.6. SOIL MATERIALS

LOCAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING & INSTALLING ALL REQUIRED SOIL & BASE MATERIAL.

SELECT BACKFILL: ASTM D 2487 SOIL CLASSIFICATION GROUPS SW, SP, AND SM, OR A COMBINATION OF THESE GROUPS; FREE OF ROCK OR GRAVEL LARGER THAN 3-INCHES (75MM) IN ANY DIMENSION, DEBRIS, WASTE, FROZEN MATERIALS, VEGETATION, AND OTHER DELETERIOUS MATTER.

(ASPHALT/CONCRETE) BASE COURSE: NATURALLY OR ARTIFICIALLY GRADED MIXTURE OF NATURAL OR CRUSHED GRAVEL, CRUSHED STONE, AND NATURAL OR CRUSHED SAND; ASTM D 2940; WITH AT LEAST 95 PERCENT PASSING A 1-1/2-INCH (40MM) SIEVE AND NOT MORE THAN 8 PERCENT PASSING A 1/4-INCH (6.4MM) SIEVE.

BASE GRAVEL: NATURALLY OR ARTIFICIALLY GRADED MIXTURE OF NATURAL OR CRUSHED GRAVEL, CRUSHED STONE, AND NATURAL OR CRUSHED SAND; ASTM D 2940; EXCEPT WITH 100 PERCENT PASSING A 1-INCH (25MM) SIEVE AND NOT MORE THAN 8 PERCENT PASSING A 1/4-INCH (6.4MM) SIEVE.

SAND CUSHION: ASTM C 33; FINE AGGREGATE, NATURAL, OR MANUFACTURED SAND.

COMPACTION OF SOIL BACKFILLS AND FILLS

PLACE BACKFILL AND FILL SOIL MATERIALS IN LAYERS NOT MORE THAN 8-INCHES (203MM) IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT, AND NOT MORE THAN 4-INCHES (102MM) IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPERS.

HAND/MANUAL TAMPING IS NOT PERMITTED.

PLACE BACKFILL AND FILL SOIL MATERIALS EVENLY ON ALL SIDES OF STRUCTURES TO REQUIRED ELEVATIONS, AND UNIFORMLY ALONG THE FULL LENGTH OF EACH STRUCTURE.

COMPACT SOIL MATERIALS TO NOT LESS THAN THE FOLLOWING PERCENTAGES OF MAXIMUM DRY UNIT WEIGHT ACCORDING TO ASTM D 1557:

- UNDER STRUCTURES, BUILDING SLABS, STEPS, AND PAVEMENTS, SCARIFY AND RE-COMPACT TOP 11-INCHES (280MM) OF EXISTING SUB GRADE AND EACH LAYER OF BACKFILL OR FILL SOIL MATERIAL AT 95 PERCENT
- UNDER WALKWAYS, SCARIFY AND RE-COMPACT TOP 6-INCHES (152MM) BELOW SUB GRADE AND COMPACT EACH LAYER OF BACKFILL OR FILL SOIL MATERIAL AT 92 PERCENT
- UNDER LAWN OR UNPAVED AREAS, SCARIFY AND RE-COMPACT TOP 6-INCHES (152MM) BELOW SUB GRADE AND COMPACT EACH LAYER OF BACKFILL OR FILL SOIL MATERIAL AT 85 PERCENT
- FOR UTILITY TRENCHES, COMPACT EACH LAYER OF INITIAL AND FINAL BACKFILL SOIL MATERIAL AT 85 PERCENT

- **Warranty:**

1 year warranty on all the work accomplished as per the SOW, including patching, hardscape, landscaping and proper compaction.

- **Samples:**

Samples of all materials as appropriate should be submitted for approval prior to the commencement for the project.

Contractor shall provide company profile with similar projects accomplished in the past with detailed information.

Contractor shall provide detailed project schedule prior to starting the project.

Contractor shall provide resume of lead construction supervisor and attest to his/her English skills.

All materials used for this project will meet or exceed all ASTM and/or other applicable standards. Material for the projects must be submitted prior to use.

- Anything else not mentioned above but necessary to ensure a satisfactory completion of the work and in line with onsite instructions received from the PME/Embassy / COR / POSHO/authorized representatives.

6. Cleaning:

Clean area of work and restore all items to their existing conditions at the end of each day as long as they do not affect the next day progress. The work site shall always be kept clean and clear of obstructions as the surrounding area shall be in use and the work should pose the least impact upon the general day to day use of the property.

Road/walkways to be kept dust and debris free throughout the project.

7. CONTRACT ADMINISTRATION:

7.1 The Embassy does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.

7.2 The Embassy has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The PME/COR/POSHO Office will perform quality assurance inspections [QAI] and tests during installation to confirm the work is installed according to the SOW.

8 RESPONSIBILITY OF THE CONTRACTOR:

8.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. Prior to commencement of project, the Contractor will ensure all personnel hired for this project are formally trained and have the appropriate level of skills to perform the work required to meet acceptable industry standards. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in provided services to the satisfaction of the Embassy/PME/COR.

8.2 The Contractor shall identify a Project Site Manager (as prescribed in clause 4A) who shall be responsible for the overall management of the project and shall represent the Contractor on the site during construction. The Project Site Manager shall speak English.

8.3 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the Embassy.

8.4 The Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this SOW.

9.0 CONSTRUCTION REQUIREMENTS

9.1 The Contractor shall be responsible for all required materials, equipment and personnel to manage, administer, and supervise the project. All workmanship shall be of good quality and performed in a skillful manner as determined by the Embassy.

9.2 All materials incorporated into the project shall be new. The Contractor shall transport and safeguard all materials and equipment required for construction.

9.3 *The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing construction, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the Embassy. All the construction debris, trash, materials if any shall be disposed of in accordance with the local government regulations.*

10.0 DELIVERABLE SCHEDULE

10.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion including final cleanup and reinstatement disturbed structure/landscaping on the premises within the period specified.

10.2 Milestones:

Contractor Site Survey	August 18, 2016 @ 10:30am
Award	October 15, 2016
Pre-construction Submittals	Within 2 days of Award
Embassy Review	1/2 days
Construction Begins	5 working days from Notice to Proceed
	Estimated start date is November 10, 2016
Final Cleanup Begins	3 days prior to Completion
Construction Completion	30-45 working days (TBD)

11.0 SECURITY

11.1 This is a non-classified project. The work to be performed under this contract requires that the Contractor identifies all employees, sub-contractors and vehicles that shall be used during the project to ensure that their named employees and the vehicles may enter the embassy compound. The list of employees and vehicles shall be submitted in advance as prescribed in clause 12.

12. GENERAL INFORMATION

All work will be done during working days, Sunday to Thursday, 0830-1630 (exact hours to be determined), except as advised by the PME/COR/POSHO or his authorized representatives.

Earlier work hours due to outdoor weather and summer conditions, as well as Friday and Saturday work will be considered and agreed upon between the Contractor, PME & COR.

Some areas must be done during weekend (Friday, Saturday) in coordination with PME/Facility Manager/POSHO/CO or his authorized representatives.

Work outside these hours and times will be done only with approval of the PME/COR/POSHO or his authorized representatives. List of workers, vehicles, equipment involved in the construction must be submitted two weeks prior to starting the project makes the necessary access pass.

Work will be done in an efficient and professional manner, using only top quality tools and materials. All work, equipment, materials, safety procedures followed by workers shall be inspected by the COR/POSHO or his authorized representatives.

Loud or disruptive work in the residential areas of the compound (near the CMR or the SDHs) may need to begin later in the morning.

Work in all areas must be coordinated to minimize the affect of Post operation. This means, prior to planning and coordination is required for road or path closures. Weekend or off hours work will be required for the following locations:

1. Cross roads or pathways which effect embassy operations.
2. Work at the front, back and SDH gates.
3. Work on C2.06
4. Work at north side of the building C.
5. Work between CMR & building B for tile pathway.
6. Work at AEWA patio road and path to CMR.
7. Parking lot area on C2.02
8. An attached drawing indicated these areas has been provided.

All affected areas should be restored to its original conditions immediately upon completion of the scheduled work.

Drawings included in this scope of work:

1. Drawings C1.01 – C5.01 “Local Contractor Package”
2. C2.01 Labelled “Hardscape Repair”
3. C2.01 Labelled “Weekend / Off Hours work areas”
4. For Alternate Add-On project only: C2.01, C2.02, C2.03 C2.04 and C2.05 labelled “Alternate Project Add-On” with highlighted routing.

13. SAFETY

Considering the location is an open space and residential area, all required safety procedures to be followed. Please refer the safety documents attached with the solicitation document for more information. All workers must wear appropriate safety personal protective equipment to include safety shoes, safety, glasses, safety masks, head protection, body harness etc. Workers without appropriate safety gears will not be permitted to work at the embassy. Keep the work-site secured by barricading, keep the site clean during construction, and clean-up all debris and trash at the end of each workday. The contractor shall never leave power equipment unattended without disconnecting them from their power source. Tools and equipment shall be inspected by the PME/COR/POSHO or his/her authorized representatives for its working conditions and quality and they shall be stored in a location designated by the PME/COR/POSHO.

THE EXCAVATION WORK ZONE MUST BE CLEARLY MARKED WITH WARNING SIGNS AND A FULL PLASTIC FENCING BARRIER WITH WOOD OR METAL BACKUP. ALL TOOLS AND EQUIPMENT MUST BE KEPT WITHIN FENCE AREA. LOCAL CONTRACTOR MUST COMPLY WITH ALL APPLICABLE SAFETY STANDARDS TO PROTECT THE EMBASSY COMPOUND EMPLOYEES, THE PUBLIC AND LOCAL CONTRACTOR WORKERS FROM INJURIES AND ACCIDENTS. THE LOCAL CONTRACTOR WILL BE HELD LIABLE FOR INJURIES OR ACCIDENTS SUSTAINED DUE TO NEGLIGENCE BY THE LOCAL CONTRACTOR DURING THE COURSE OF THIS PROJECT.

14. INSPECTION & ACCEPTANCE

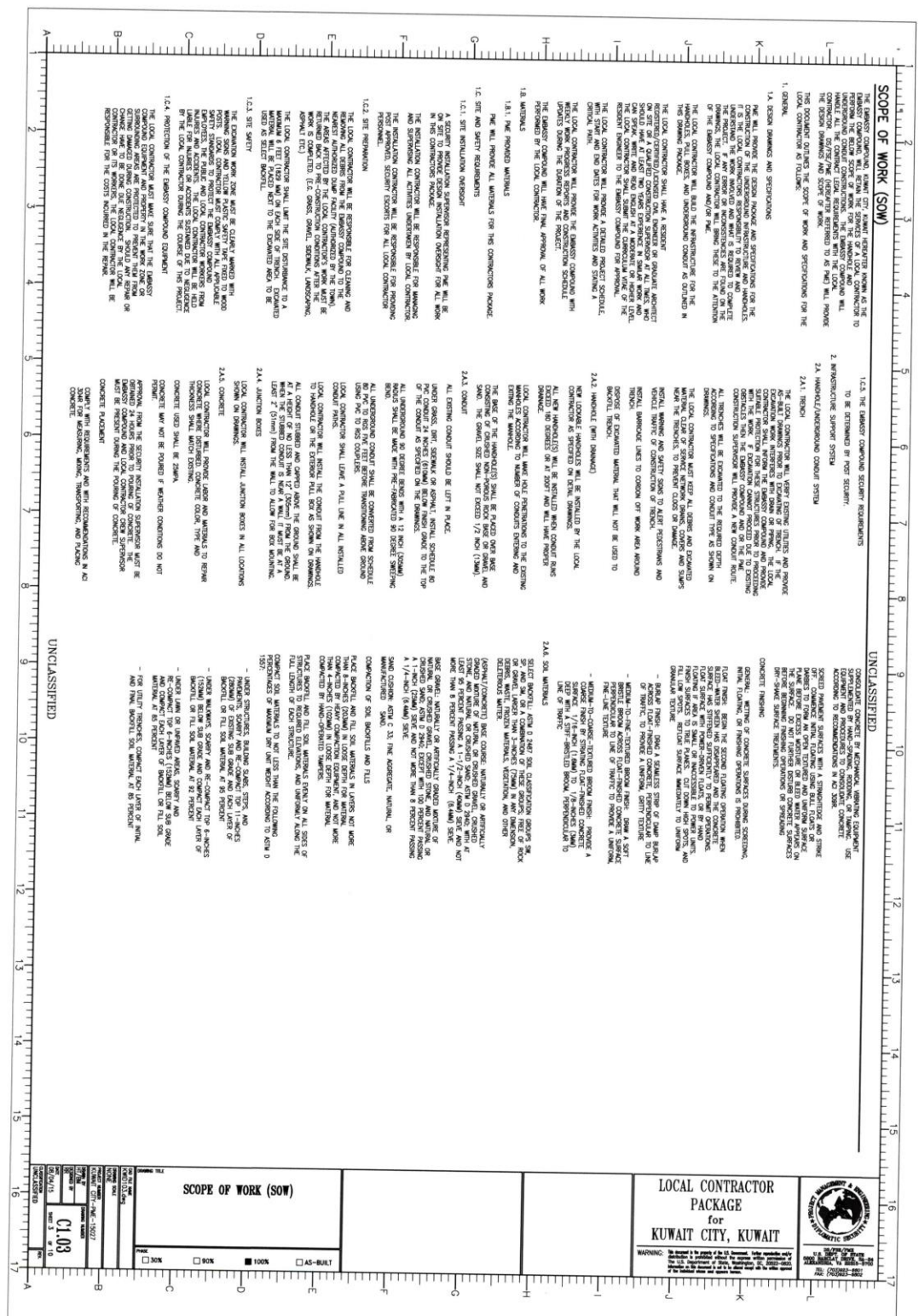
The project and services being performed and materials/supplies used to accomplish the project will be inspected by the PME/COR/POSHO or his authorized representatives, to determine that all the work is carried out in a satisfactory manner and that all the materials used to complete the project are acceptable quality and standard. The contractor shall be responsible to immediately remedy any unacceptable work or conditions within the scope of work of this project

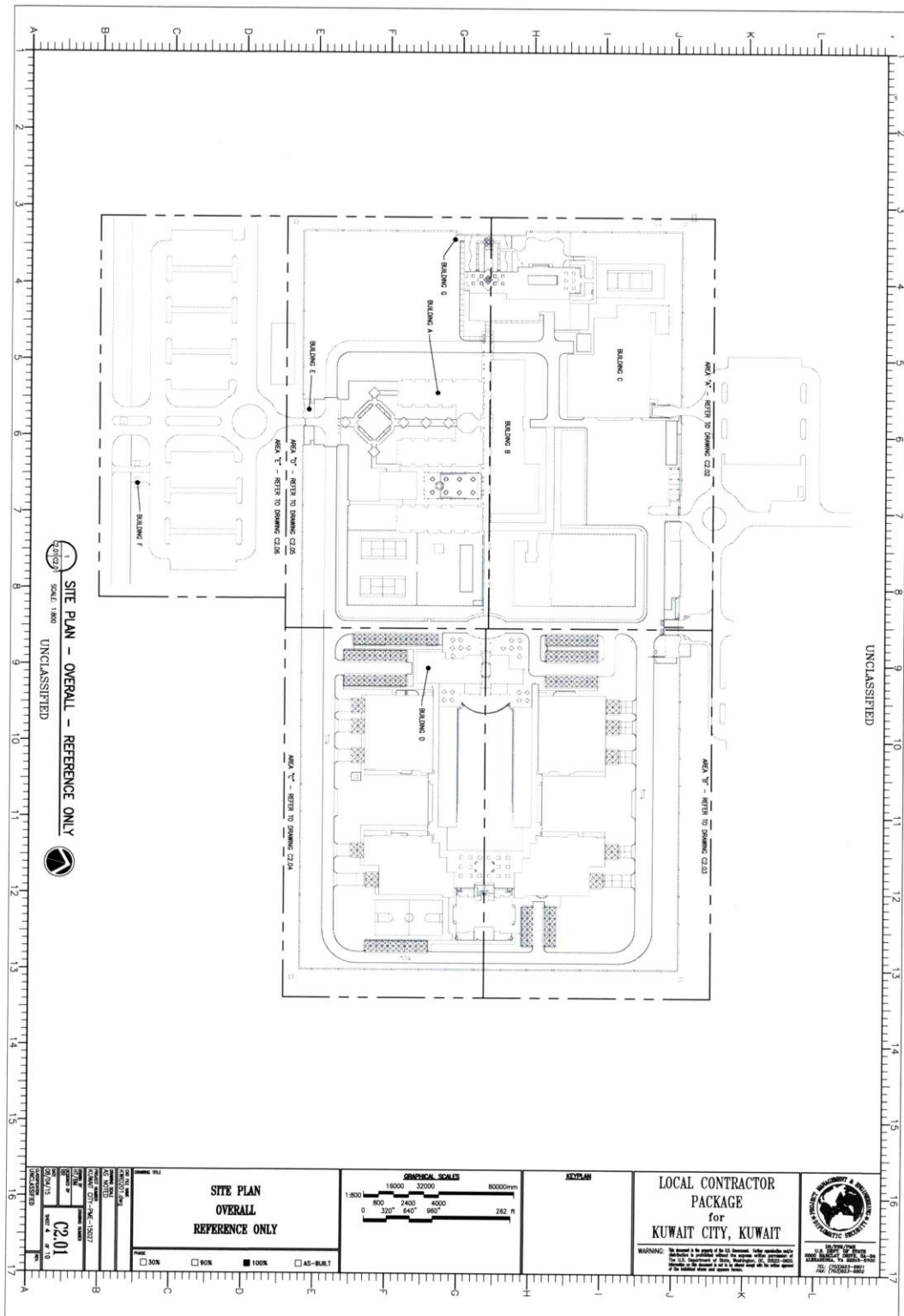
END OF STATEMENT OF WORK

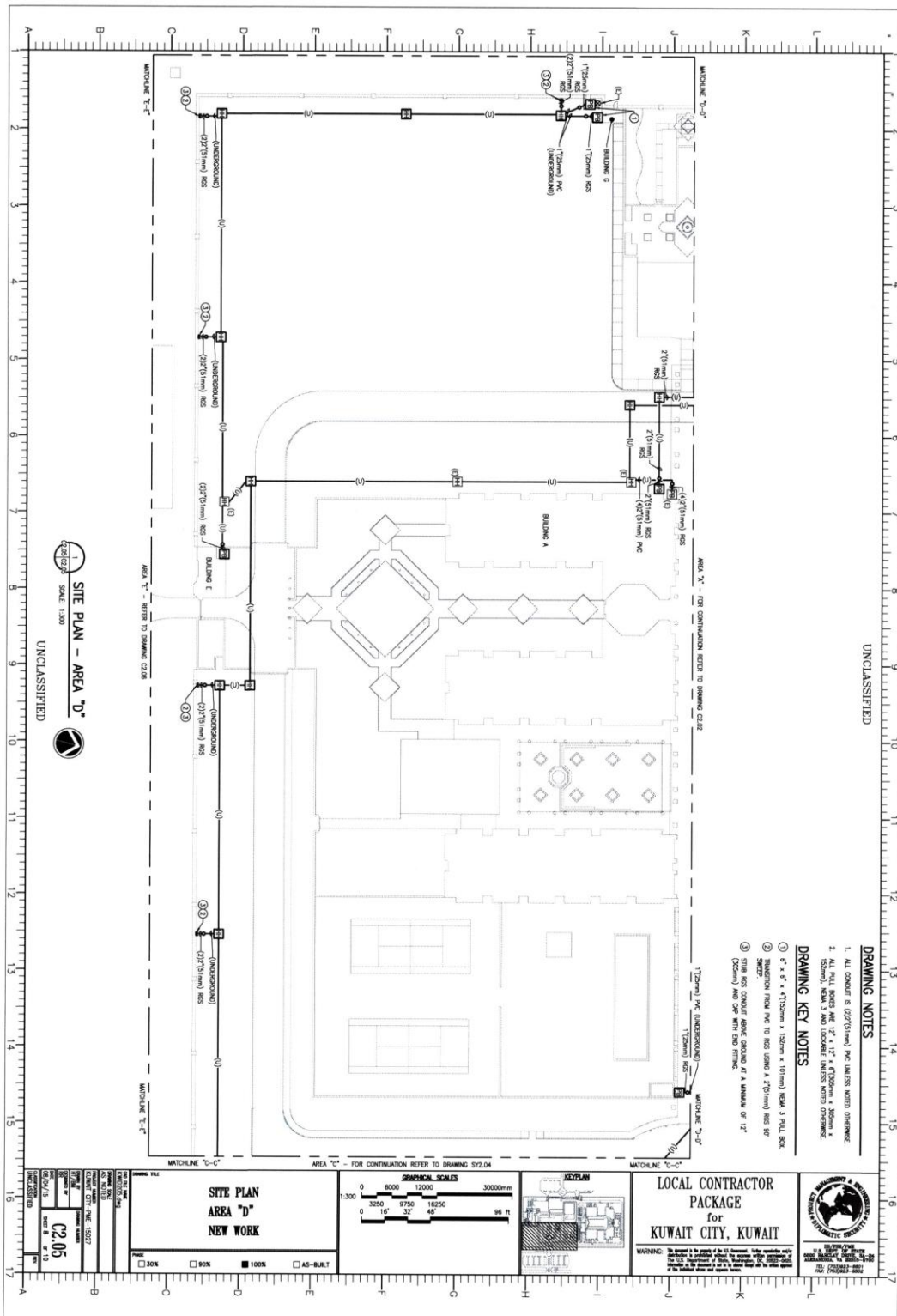
1. *Journal of the American Medical Association*, 2000; 283: 2689-2693.

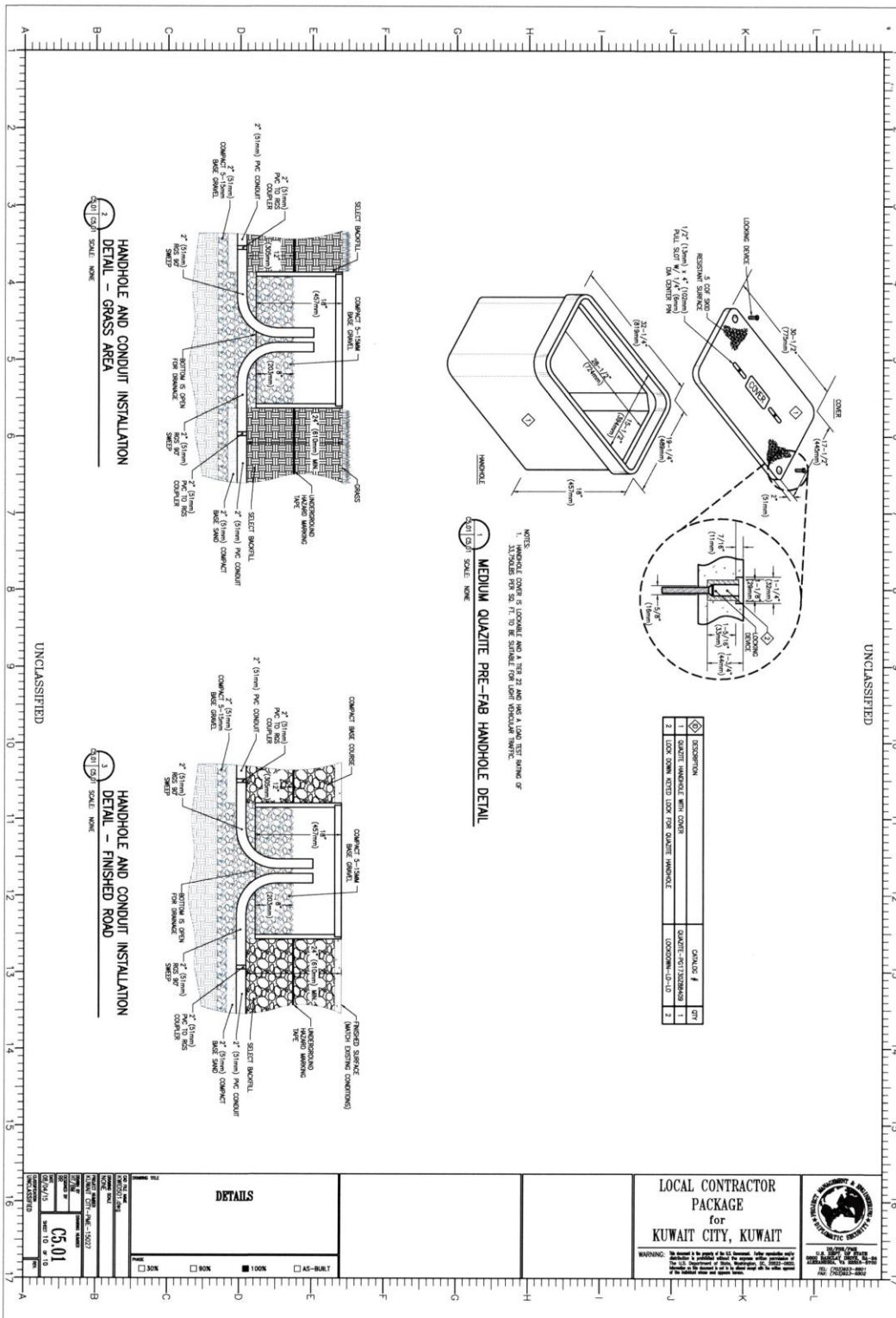
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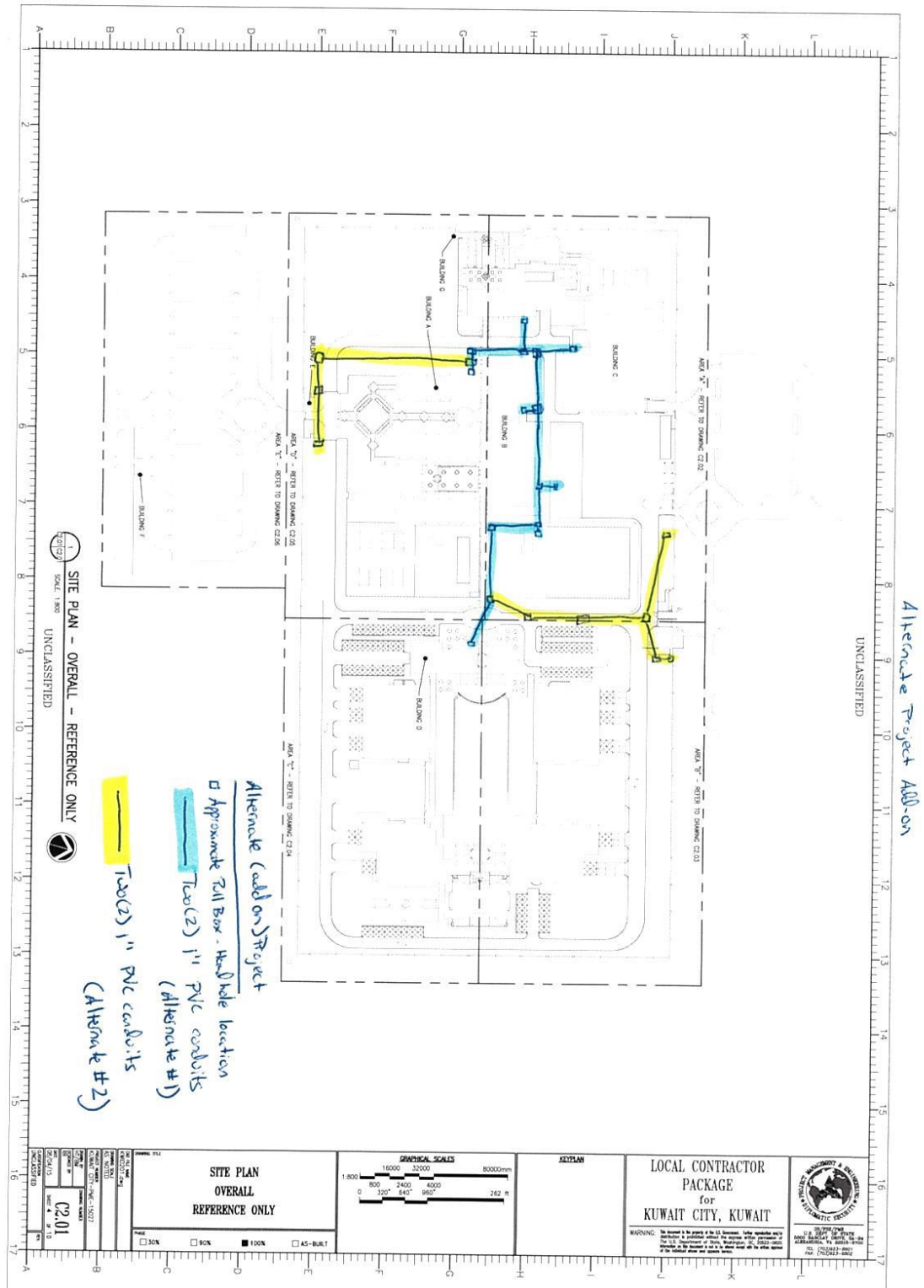








For Alternate Add-On project only: C2.01,C2.02, C2.03 C2.04 and C2.05 labelled “Alternate Project Add-On” with highlighted routing.



The site plan for Area 'B' shows a large rectangular area with internal divisions. A central road or path runs vertically. A yellow highlighted section is located at the top right. The plan includes dimensions, matchlines, and a north arrow.

UNCLASSIFIED

DRAWING NOTES

1. ALL DIMENSIONS ARE IN METERS (M) UNLESS NOTED OTHERWISE.
2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR DRIVEWAY UNLESS NOTED OTHERWISE.
3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR DRIVEWAY UNLESS NOTED OTHERWISE.

DRAWING KEY NOTES

1. 6" x 6" x 4" (150mm x 150mm x 100mm) REINFORCED CONCRETE PILLAR

LOCAL CONTRACTOR
PACKAGE
for
KUWAIT CITY, KUWAIT

WARNING: This drawing is the property of the State of Kuwait. It is not to be used for any other purpose without the written permission of the Ministry of Public Works and Urban Planning. The Ministry of Public Works and Urban Planning is not responsible for any errors or omissions in this drawing.

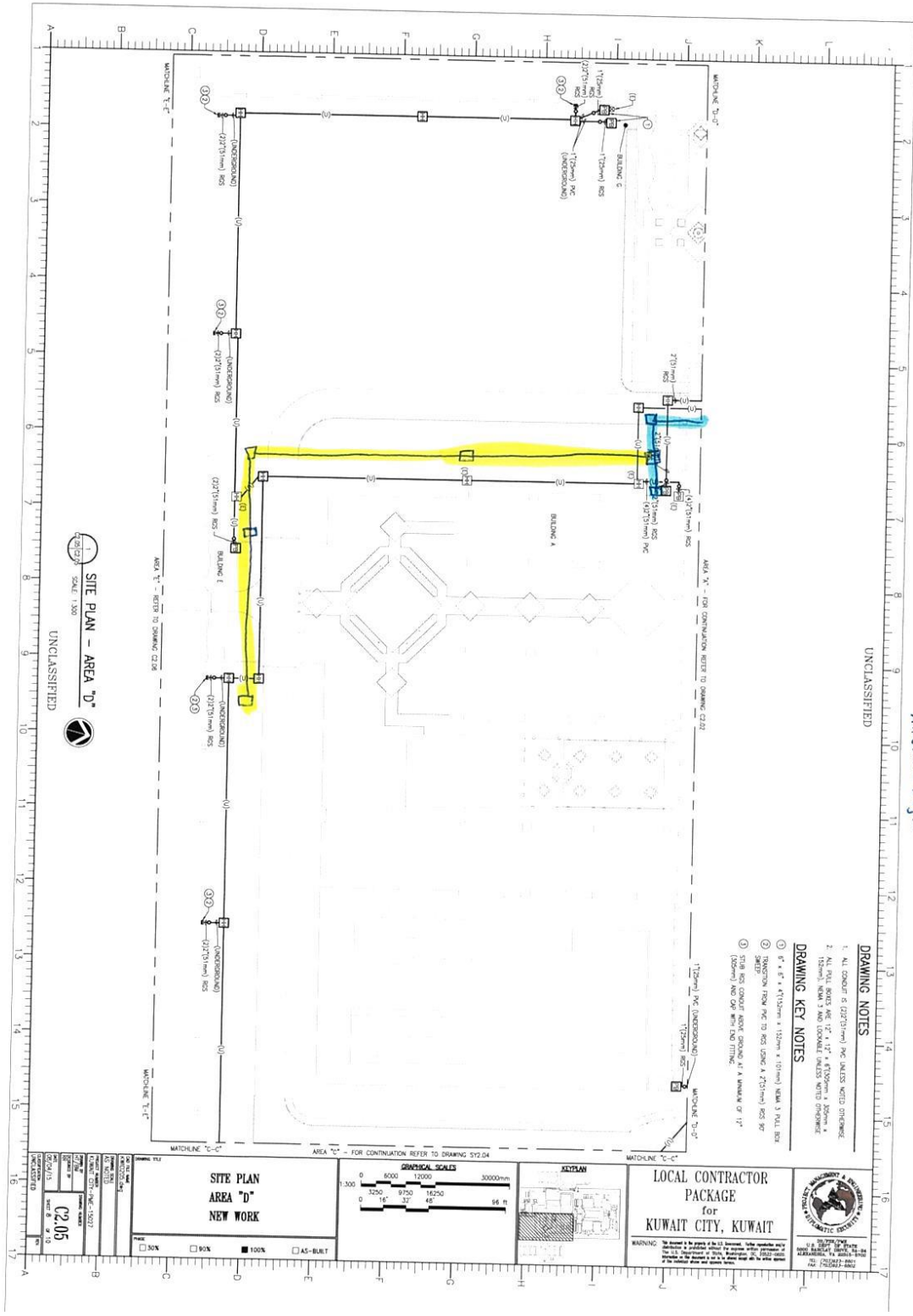
GRAPHIC SCALE
0 5000 10000 15000 20000 meters
0 16' 48' 80' 96' feet

SITE PLAN
AREA "B"
NEW WORK

Legend:
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☐ 2. 6" x 6" x 4" (150mm x 150mm x 100mm) REINFORCED CONCRETE PILLAR
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☐ 64. 6" x

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Almalk Project Add-on



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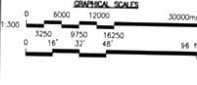
DRAWING NOTES

1. ALL CONDUIT IS 100mm (4") PVC UNLESS NOTED OTHERWISE.
2. ALL CONDUIT SHALL BE 100mm (4") PVC UNLESS NOTED OTHERWISE.
3. ALL CONDUIT SHALL BE 100mm (4") PVC UNLESS NOTED OTHERWISE.

DRAWING KEY NOTES

1. 100mm (4") PVC UNLESS NOTED OTHERWISE.
2. 100mm (4") PVC UNLESS NOTED OTHERWISE.
3. 100mm (4") PVC UNLESS NOTED OTHERWISE.

LOCAL CONTRACTOR PACKAGE for KUWAIT CITY, KUWAIT



SITE PLAN AREA "D" NEW WORK

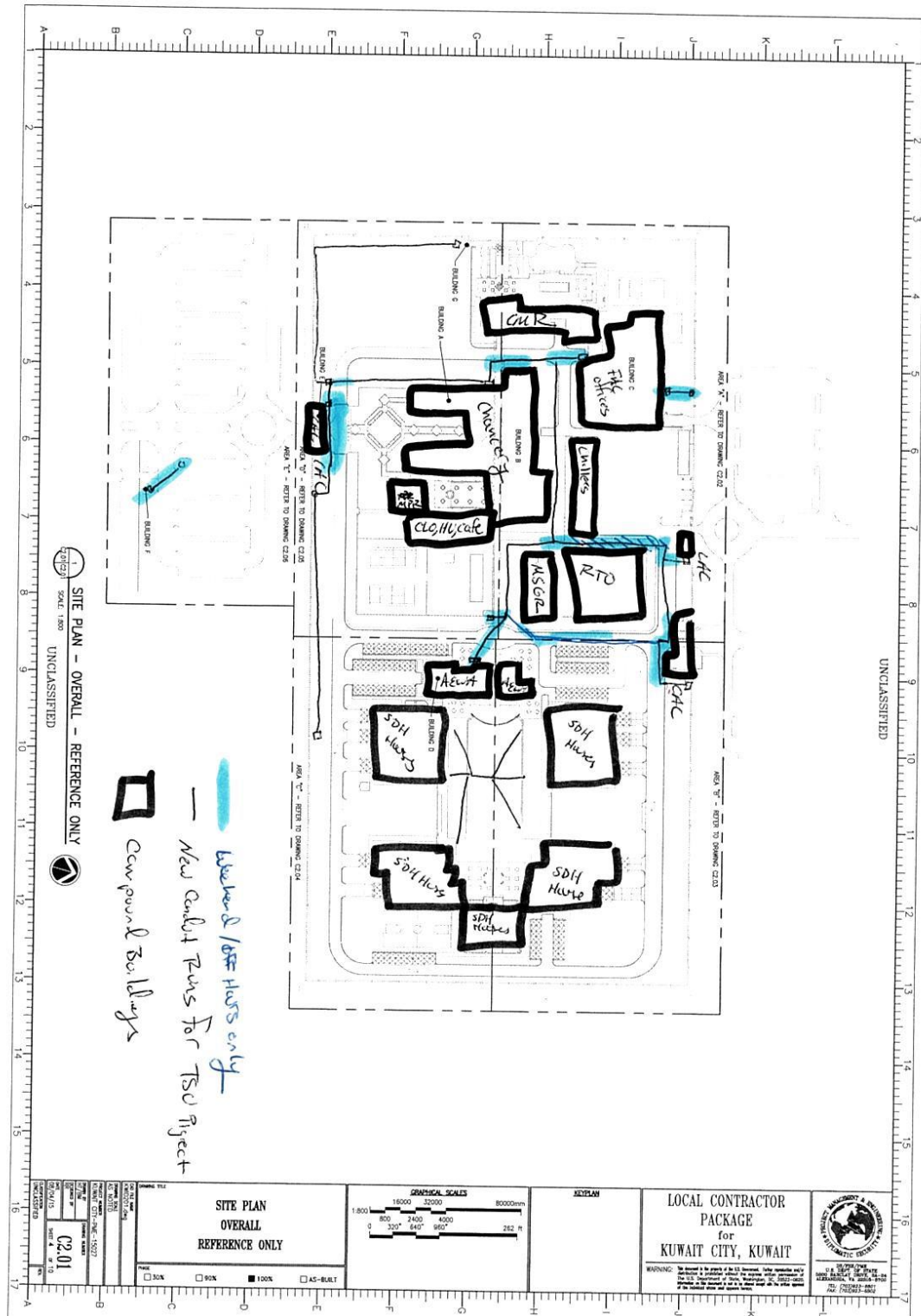
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C2.05

UNCLASSIFIED



C2.01 Labelled “Weekend / Off Hours work areas”



Weekend/off hours with a few
knew it

ATTACHMENT #3

U.S. EMBASSY-KUWAIT – FACILITIES MANAGEMENT-POSHO OFFICE **CONTRACTOR’S GENERAL RESPONSIBILITIES FOR POST MANAGED** **CONSTRUCTION PROJECTS**

Contractors must demonstrate understanding of their responsibilities under Post Managed Construction Project safety program by addressing hazards in pre-planning processes and meetings. Prior to starting a project, each contractor is required to review the work site and identify hazards that may occur while performing the job.

Prior to starting a project, the contractor shall contact Contracting Officer or the Post Occupational Safety & Health Officer (POSHO), to ensure they have received pertinent information for the project including requirements for permits, floor plans, utility information, asbestos, lead based paint, and other hazardous materials.

Contractors must provide their employees with a safe and healthful condition of employment.

Contractors are expected to provide a "competent person" to implement Site health and safety plan and to oversee its compliance. A competent person is an individual who, by way of training and/or experience, is knowledgeable of applicable standards, is capable of identifying workplace hazards relating to the specific operation, is designated by the employer, and has authority to take appropriate actions.

The Contractor shall be responsible for the removal and/or disposal of hazardous waste generated from the project. Hazardous waste generated from the project must be removed and disposed of in accordance with the Department's Hazardous Waste Management Policy as well as local rules and regulations.

The contractor shall ensure proper safety, health and environmental requirements as applicable to their project are followed.

The contractor shall ensure individuals working at the site are trained and are aware of potential hazards. Contractors shall ensure that these individuals are provided with proper safety equipment to prevent accidental injury in accordance with the requirements of the contract.

Contractors will report accidents/mishaps to POSHO, or his authorized representative.

The contractor is required to address the following safety procedures (all or as applicable); more information on each item as necessary can be obtained from the POSHO Office; when the project is awarded; but before the commencement of project:

- PERSONAL PROTECTIVE EQUIPMENT
- FALL PROTECTION
- BARRICADING & FENCING
- ELECTRICITY SAFETY

- LOCKOUT / TAGOUT
- HAND AND POWER TOOL SAFETY
- SCAFFOLDING
- TRENCHING & EXCAVATIONS
- CONFINED SPACE ENTRY
- POWERED INDUSTRIAL LIFT TRUCKS
- NOISE
- HAZARDOUS COMMUNICATIONS & WASTE MANAGEMENT
- HOT WORK PERMIT
- HANDLING OF FUEL BURNING, REFRIGERANTS & OIL CONTAINING EQUIPMENT
- LEAD BASED PAINT
- FLUORESCENT LIGHT BALLASTS
- INDOOR ENVIRONMENTAL QUALITY
- FIRE PROTECTION SYSTEM

ATTACHMENT #4 - SAMPLE LETTER OF BANK GUARANTY

Place []

Date []

Contracting Officer

U.S. Embassy, [Note to CO: insert Post name]

[Note to CO: insert mailing address]

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by another authority, up to the sum of [amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period], which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [contract number] for [description of work] at [location of work] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [contract date], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.